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#### Contract Database Metadata Elements

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# ***SCHOHARIE CENTRAL SCHOOL DISTRICT***

***An Agreement Between The Parties As Defined  
Under Section 201 of the Taylor Law***

# ***SCHOHARIE CENTRAL EMPLOYEES ASSOCIATION***

***JULY 1, 2007- JUNE 30, 2012***

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## **PREAMBLE**

It shall be the public policy of the Schoharie Central School Board of Education and the purpose of this agreement to promote harmonious and cooperative relationships between the Schoharie Central School District and the Employees; to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the school district. This agreement is made between the Schoharie Central School District, hereinafter referred to as the "District", and the Schoharie Central Employees Association, hereinafter referred to as "SCEA".

## **ARTICLE I RECOGNITION**

The District agrees that the SCEA shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievances for the term of this agreement.

The SCEA affirms that it does not assert the right to strike against the District and it shall not cause, instigate, encourage or condone a strike.

## **ARTICLE II COLLECTIVE BARGAINING UNIT**

The collective bargaining unit, S.C.E.A, shall comprise all employees of the District except: those covered by another bargaining unit, Certified Administrators, District Clerk, District Treasurer, Business Manager, Management Confidential employees, Cafeteria Manager, Head Custodian, Head Auto Repairman, Census Taker and Tax Collector, Transportation Supervisor and Supervisor of Building Facilities and Grounds.

## **ARTICLE III DUES DEDUCTION**

1. The District agrees to deduct dues from the salaries of employees for membership in the Schoharie Central Employees Association (SCEA) and its affiliated groups when employees individually and voluntarily authorize the District to deduct said dues and to transmit the monies promptly to said Association. The employee's authorization will be in writing.
2. The Association will certify to the District, in writing, the current rate of membership dues. When the rate of employees' dues shall change, the Association will give the District written notice thirty (30) days prior to the effective date of such change.
3. Deductions will be made from fifteen (15) consecutive paychecks, beginning with the first payroll in October. The District will not be required to honor any payroll deduction authorizations that are provided later than fifteen (15) days prior to the distribution of the payroll from which the deductions are to begin.
4. The Schoharie Central School District shall deduct from the salaries of employees in the bargaining unit who are not members of the Schoharie Central Employees Association the amount equivalent to the dues levied by the Schoharie Central Employees Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Schoharie Central Employees Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Schoharie Central Employees Association maintains such procedure. (The Agency Shop Fee deduction shall be made following the same procedures as applicable for dues check off, except as otherwise mandated by law or this Article of the Agreement). The Association is to provide a list of members to the Business Office by May 15.
5. The District will provide the SCEA Treasurer, at the beginning of each school year, with the following in order to determine individual NYSUT Dues Code calculations for payroll deductions:
  - A list of School-Related Professionals/Employees
  - Yearly salaries
  - The number of days for hourly employees
6. The Treasurer will be provided a list of changes, additions and/or deletions of SCEA members with dues deductions for each member to accompany each dues disbursement check from the Senior Account Clerk. The District will provide members of the bargaining unit with the right to use payroll deduction for NYSUT Benefit Trust.

## **ARTICLE IV RIGHTS OF THE DISTRICT**

Except as otherwise specifically provided in this agreement, the District shall have the customary and usual rights, powers, and functions to direct the employees, to hire, promote, suspend, to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission of the District pursuant to existing practices unless altered by this Agreement.

## **ARTICLE V COMPENSATION**

In determining initial step placement, the parties agree, that years of service do not equal step placement. Longevity, vacation time and retirement benefits are still determined by years of service.

1. A 5.3% salary adjustment will be made for the 2004/2005 school year on the individual employee's 2003/2004 base salary (as per July 1, 1999 to June 30, 2003 Contract – 2.2% plus CPI of 3.1%) including longevity payments and any professional development credits. Once that calculation has been determined, the employee will be placed on the new 2004/2005 pay scale step schedule to the nearest rounded up dollar amount. Those employees off step will receive a 5.3% raise in 2004/2005 and a 5.2% raise in the 2005/2006 and 2006/2007 school years.
2. All employees are required to attend superintendent conference and staff development days and will be compensated at their regular rate of pay for their hours of attendance.
3. In the event that one or more snow day(s) remain unused, one day shall be added to the Memorial Day weekend in May.
4. At any time that the Superintendent makes a decision to close school on a regularly scheduled workday, all hourly employees will be paid their regular daily rate of pay. This includes, but is not limited to, emergency closings (i.e., power outage) as well as snow days.
5. Effective July 1, 2007, and thereafter, unit members beyond their job title's top step, whether Step 15 or Step 20, shall receive an annual salary increase of 3% added to their previous year base salary. Additionally, unit members having completed top step by June 30 in any year, and thereafter, shall receive a 3% annual salary increase added to their previous year salary.
6. It is further agreed that, unit members shall advance one incremental step on the salary schedule for each year of district service. Salary increases for either Steps 1-15 and/or 1-20 shall be negotiated pursuant to the provisions of the Taylor Law.
7. Retroactive salary payments for the 2004/2005 school year shall be distributed as soon as possible, but prior to June 2, 2005.
8. Create the job title "maintenance mechanic" and assign that title to the automotive mechanic salary schedule.

9. Create the job title "maintenance mechanic" and assign that title to the automotive mechanic salary schedule.

Base salary for the least senior maintenance mechanic for 2009/2010 will be \$29,112 (Step 2)  
Base salary for the most senior maintenance mechanic for 2009/2010 will be \$32,767 (Step 6)  
No additional adjustments for any maintenance mechanic for 2007/2008 or 2008/2009

10. Change salary schedule heading for Custodian/Groundsman/Maintenance to just "Custodian/Groundsman".

10. For all full and Part-Time Teacher Aides, the salary schedules shall be increased by the following percentage, exclusive of increments:

2007/2008	2%	retroactive payment in December 2010
2008/2009	2%	retroactive payment in January 2011
2009/2010	5%	retroactive payment in February 2011
2010/2011	2%	retroactive payment in March 2011
2011/2012	2%	

11. Only persons employed during the 2007/2008, 2008/2009, 2009/2010 and 2010/2011 school years and were still employed as of October 18 ,2010, or retired during that time period, shall be entitled to retroactive salary adjustments.

12. The salary schedules of all other bargaining unit members shall be increased by 2%, plus increment, for 2007/2008, 2008/2009, 2009/2010, 2010/2011, and 2011/2012 school years, excluding those bargaining unit members who are "off step". (The salaries of all off step bargaining unit members receive 3% per contract.

13. Salary stipends for Custodians and Cleaners (per previous MOA)

Senior Custodian	\$2800
Second Shift Custodian	\$ 570
Third Shift Custodian	\$1570
Second Shift Cleaner	\$ 570
Third Shift Cleaner	\$1570

## SALARY SCHEDULES

### BUS DRIVER

<u>2007/2008</u>		<u>2008/2009</u>		<u>2009/2010</u>		<u>2010/2011</u>		<u>2011/2012</u>	
STEP 1	\$13.85	STEP 1	\$14.13	STEP 1	\$14.41	STEP 1	\$14.70	STEP 1	\$14.99
2	\$14.27	2	\$14.56	2	\$14.85	2	\$15.14	2	\$15.45
3	\$14.70	3	\$14.99	3	\$15.29	3	\$15.60	3	\$15.91
4	\$15.14	4	\$15.44	4	\$15.75	4	\$16.06	4	\$16.38
5	\$15.59	5	\$15.90	5	\$16.22	5	\$16.54	5	\$16.87
6	\$16.05	6	\$16.38	6	\$16.70	6	\$17.04	6	\$17.38
7	\$16.53	7	\$16.86	7	\$17.20	7	\$17.55	7	\$17.90
8	\$17.03	8	\$17.37	8	\$17.72	8	\$18.08	8	\$18.44
9	\$17.54	9	\$17.89	9	\$18.25	9	\$18.62	9	\$18.99
10	\$18.07	10	\$18.44	10	\$18.80	10	\$19.18	10	\$19.56
11	\$18.62	11	\$18.99	11	\$19.37	11	\$19.75	11	\$20.15
12	\$19.18	12	\$19.56	12	\$19.95	12	\$20.35	12	\$20.76
13	\$19.75	13	\$20.15	13	\$20.55	13	\$20.96	13	\$21.38
14	\$20.34	14	\$20.75	14	\$21.17	14	\$21.59	14	\$22.02 pg
15	\$20.95	15	\$21.37	15	\$21.80	15	\$22.23	15	\$22.68
16	\$21.57	16	\$22.00	16	\$22.44	16	\$22.89	16	\$23.35
17	\$22.23	17	\$22.67	17	\$23.12	17	\$23.59	17	\$24.06
18	\$22.89	18	\$23.35	18	\$23.81	18	\$24.29	18	\$24.78
19	\$23.58	19	\$24.05	19	\$24.54	19	\$25.03	19	\$25.53
20	\$24.29	20	\$24.77	20	\$25.27	20	\$25.77	20	\$26.29

Step 21 and beyond adjusted by 3% in 2007/2008, 2008/2009, 2009/2010, 2010/2011, and 2011/2012.

### AUTOMOTIVE/ MAINTENANCE MECHANIC

<u>2007/2008</u>		<u>2008/2009</u>		<u>2009/2010</u>		<u>2010/2011</u>		<u>2011/2012</u>	
STEP 1	\$27167	STEP 1	\$27710	STEP 1	\$28264	STEP 1	\$28829	STEP 1	\$29406
2	\$27982	2	\$28541	2	\$29112	2	\$29694	2	\$30288
3	\$28821	3	\$29398	3	\$29985	3	\$30585	3	\$31197
4	\$29686	4	\$30280	4	\$30885	4	\$31503	4	\$32133
5	\$30577	5	\$31188	5	\$31812	5	\$32448	5	\$33097
6	\$31495	6	\$32124	6	\$32767	6	\$33422	6	\$34091
7	\$32439	7	\$33088	7	\$33750	7	\$34425	7	\$35113
8	\$33412	8	\$34080	8	\$34762	8	\$35457	8	\$36166
9	\$34415	9	\$35103	9	\$35805	9	\$36521	9	\$37252
10	\$35447	10	\$36156	10	\$36879	10	\$37617	10	\$38369
11	\$36510	11	\$37240	11	\$37985	11	\$38745	11	\$39519
12	\$37605	12	\$38357	12	\$39125	12	\$39907	12	\$40705
13	\$38733	13	\$39508	13	\$40298	13	\$41104	13	\$41926
14	\$39895	14	\$40693	14	\$41507	14	\$42337	14	\$43184
15	\$41093	15	\$41915	15	\$42753	15	\$43608	15	\$44480

Steps 16 and beyond adjusted by 3% in 2007/2008, 2008/2009, 2009/2010, 2010/2011, and 2011/2012.



## SALARY SCHEDULES

### SECRETARY/CLERICAL

<u>2007/2008</u>			<u>2008/2009</u>			<u>2009/2010</u>			<u>2010/2011</u>			<u>2011/2012</u>		
STEP	1	\$23439	STEP	1	\$23907	STEP	1	\$24385	STEP	1	\$24873	STEP	1	\$25371
	2	\$24141		2	\$24624		2	\$25117		2	\$25619		2	\$26131
	3	\$24866		3	\$25363		3	\$25870		3	\$26388		3	\$26915
	4	\$25611		4	\$26123		4	\$26646		4	\$27179		4	\$27722
	5	\$26380		5	\$26908		5	\$27446		5	\$27993		5	\$28555
	6	\$27172		6	\$27715		6	\$28270		6	\$28835		6	\$29412
	7	\$27987		7	\$28546		7	\$29117		7	\$29700		7	\$30294
	8	\$28826		8	\$29403		8	\$29991		8	\$30591		8	\$31202
	9	\$29691		9	\$30285		9	\$30891		9	\$31509		9	\$32139
	10	\$30582		10	\$31193		10	\$31817		10	\$32453		10	\$33103
	11	\$31499		11	\$32129		11	\$32771		11	\$33427		11	\$34095
	12	\$32444		12	\$33093		12	\$33755		12	\$34430		12	\$35119
	13	\$33417		13	\$34086		13	\$34767		13	\$35463		13	\$36172
	14	\$34420		14	\$35108		14	\$35810		14	\$36527		14	\$37257
	15	\$35452		15	\$36161		15	\$36884		15	\$37622		15	\$38375

Steps 16 and beyond adjusted by 3% in 2007/2008, 2008/2009, 2009/2010, 2010/2011, and 2011/2012.

### TEACHER AIDE Part-Time

<u>2007/2008</u>			<u>2008/2009</u>			<u>2009/2010</u>			<u>2010/2011</u>			<u>2011/2012</u>		
STEP	1	\$7.46	STEP	1	\$7.61	STEP	1	\$7.99	STEP	1	\$8.15	STEP	1	\$8.55
	2	\$7.68		2	\$7.83		2	\$8.23		2	\$8.39		2	\$8.81
	3	\$7.92		3	\$8.07		3	\$8.48		3	\$8.65		3	\$9.08
	4	\$8.15		4	\$8.31		4	\$8.73		4	\$8.90		4	\$9.35
	5	\$8.39		5	\$8.56		5	\$8.99		5	\$9.17		5	\$9.63
	6	\$8.65		6	\$8.82		6	\$9.26		6	\$9.45		6	\$9.92
	7	\$8.90		7	\$9.08		7	\$9.54		7	\$9.73		7	\$10.21
	8	\$9.17		8	\$9.35		8	\$9.82		8	\$10.02		8	\$10.52
	9	\$9.45		9	\$9.63		9	\$10.12		9	\$10.32		9	\$10.83
	10	\$9.73		10	\$9.93		10	\$10.42		10	\$10.63		10	\$11.16
	11	\$10.03		11	\$10.23		11	\$10.74		11	\$10.95		11	\$11.50
	12	\$10.32		12	\$10.53		12	\$11.06		12	\$11.28		12	\$11.84
	13	\$10.63		13	\$10.84		13	\$11.38		13	\$11.61		13	\$12.19
	14	\$10.95		14	\$11.17		14	\$11.73		14	\$11.97		14	\$12.57
	15	\$11.28		15	\$11.51		15	\$12.08		15	\$12.32		15	\$12.94

Steps 16 and beyond adjusted by 3% in 2007/2008, 2008/2009, 2009/2010, 2010/2011, and 2011/2012.

## SALARY SCHEDULES

### TEACHER AIDE Full-Time

<u>2007/2008</u>			<u>2008/2009</u>			<u>2009/2010</u>			<u>2010/2011</u>			<u>2011/2012</u>		
STEP	1	\$9198	STEP	1	\$9382	STEP	1	\$9851	STEP	1	\$10048	STEP	1	\$10249
	2	\$9658		2	\$9852		2	\$10344		2	\$10551		2	\$10762
	3	\$9948		3	\$10147		3	\$10654		3	\$10867		3	\$11085
	4	\$10246		4	\$10451		4	\$10973		4	\$11193		4	\$11417
	5	\$10554		5	\$10765		5	\$11303		5	\$11529		5	\$11760
	6	\$10870		6	\$11088		6	\$11642		6	\$11875		6	\$12112
	7	\$11197		7	\$11420		7	\$11991		7	\$12231		7	\$12476
	8	\$11532		8	\$11763		8	\$12351		8	\$12598		8	\$12850
	9	\$11878		9	\$12115		9	\$12721		9	\$12976		9	\$13235
	10	\$12234		10	\$12479		10	\$13102		10	\$13365		10	\$13632
	11	\$12601		11	\$12853		11	\$13496		11	\$13766		11	\$14041
	12	\$12980		12	\$13239		12	\$13901		12	\$14179		12	\$14463
	13	\$13369		13	\$13637		13	\$14318		13	\$14605		13	\$14897
	14	\$13770		14	\$14045		14	\$14748		14	\$15043		14	\$15343
	15	\$14183		15	\$14467		15	\$15190		15	\$15494		15	\$15804

Steps 16 and beyond adjusted by 3% in 2007/2008, 2008/2009, 2009/2010, 2010/2011, and 2011/2012.

### CUSTODIAN/GROUNDSMAN

<u>2007/2008</u>			<u>2008/2009</u>			<u>2009/2010</u>			<u>2010/2011</u>			<u>2011/2012</u>		
STEP	1	\$22905	STEP	1	\$23363	STEP	1	\$23830	STEP	1	\$24307	STEP	1	\$24793
	2	\$23593		2	\$24064		2	\$24546		2	\$25037		2	\$25537
	3	\$24300		3	\$24786		3	\$25282		3	\$25788		3	\$26304
	4	\$25030		4	\$25530		4	\$26041		4	\$26562		4	\$27093
	5	\$25781		5	\$26296		5	\$26822		5	\$27358		5	\$27906
	6	\$26554		6	\$27085		6	\$27626		6	\$28179		6	\$28743
	7	\$27350		7	\$27897		7	\$28455		7	\$29024		7	\$29605
	8	\$28171		8	\$28735		8	\$29310		8	\$29896		8	\$30494
	9	\$29016		9	\$29596		9	\$30188		9	\$30792		9	\$31408
	10	\$29887		10	\$30485		10	\$31094		10	\$31716		10	\$32351
	11	\$30784		11	\$31399		11	\$32027		11	\$32668		11	\$33321
	12	\$31707		12	\$32341		12	\$32988		12	\$33647		12	\$34320
	13	\$32657		13	\$33310		13	\$33977		13	\$34656		13	\$35349
	14	\$33638		14	\$34310		14	\$34997		14	\$35696		14	\$36410
	15	\$34646		15	\$35339		15	\$36046		15	\$36767		15	\$37502

Steps 16 and beyond adjusted by 3% in 2007/2008, 2008/2009, 2009/2010, 2010/2011, and 2011/2012.

## SALARY SCHEDULES

### CLEANER

<u>2007/2008</u>			<u>2008/2009</u>			<u>2009/2010</u>			<u>2010/2011</u>			<u>2011/2012</u>		
STEP	1	\$21435	STEP	1	\$21864	STEP	1	\$22301	STEP	1	\$22747	STEP	1	\$23202
	2	\$22078		2	\$22520		2	\$22970		2	\$23429		2	\$23898
	3	\$22741		3	\$23196		3	\$23660		3	\$24133		3	\$24616
	4	\$23423		4	\$23891		4	\$24369		4	\$24856		4	\$25353
	5	\$24126		5	\$24609		5	\$25101		5	\$25603		5	\$26115
	6	\$24849		6	\$25346		6	\$25853		6	\$26370		6	\$26897
	7	\$25595		7	\$26107		7	\$26629		7	\$27162		7	\$27705
	8	\$26363		8	\$26890		8	\$27428		8	\$27977		8	\$28537
	9	\$27153		9	\$27696		9	\$28250		9	\$28815		9	\$29391
	10	\$27968		10	\$28527		10	\$29098		10	\$29680		10	\$30273
	11	\$28807		11	\$29383		11	\$29971		11	\$30570		11	\$31181
	12	\$29672		12	\$30265		12	\$30870		12	\$31487		12	\$32117
	13	\$30561		13	\$31172		13	\$31795		13	\$32431		13	\$33080
	14	\$31478		14	\$32108		14	\$32750		14	\$33405		14	\$34873
	15	\$32423		15	\$33071		15	\$33732		15	\$34407		15	\$35095

Steps 16 and beyond adjusted by 3% in 2007/2008, 2008/2009, 2009/2010, 2010/2011 and 2011/2012.

### FOOD SERVICE HELPER Part-Time

<u>2007/2008</u>			<u>2008/2009</u>			<u>2009/2010</u>			<u>2010/2011</u>			<u>2011/2012</u>		
STEP	1	\$7.99	STEP	1	\$8.15	STEP	1	\$8.31	STEP	1	\$8.48	STEP	1	\$8.654
	2	\$8.23		2	\$8.40		2	\$8.56		2	\$8.74		2	\$8.91
	3	\$8.48		3	\$8.65		3	\$8.82		3	\$9.00		3	\$9.17
	4	\$8.73		4	\$8.91		4	\$9.08		4	\$9.27		4	\$9.45
	5	\$9.00		5	\$9.18		5	\$9.36		5	\$9.55		5	\$9.74
	6	\$9.26		6	\$9.45		6	\$9.64		6	\$9.83		6	\$10.03
	7	\$9.54		7	\$9.73		7	\$9.92		7	\$10.12		7	\$10.32
	8	\$9.82		8	\$10.02		8	\$10.22		8	\$10.42		8	\$10.63
	9	\$10.12		9	\$10.32		9	\$10.53		9	\$10.74		9	\$10.95
	10	\$10.42		10	\$10.63		10	\$10.85		10	\$11.06		10	\$11.28
	11	\$10.74		11	\$10.96		11	\$11.17		11	\$11.40		11	\$11.63
	12	\$11.06		12	\$11.28		12	\$11.50		12	\$11.73		12	\$11.97
	13	\$11.39		13	\$11.62		13	\$11.85		13	\$12.09		13	\$12.33
	14	\$11.73		14	\$11.96		14	\$12.20		14	\$12.45		14	\$12.70
	15	\$12.09		15	\$12.33		15	\$12.58		15	\$12.83		15	\$13.08

Steps 16 and beyond adjusted by 3% in 2007/2008, 2008/2009, 2009/2010, 2010/2011, and 2011/2012.

## SALARY SCHEDULES

### COOK/FOOD SERVICE HELPER Full-Time

<u>2007/2008</u>		<u>2008/2009</u>		<u>2009/2010</u>		<u>2010/2011</u>		<u>2011/2012</u>	
STEP 1	\$9056	STEP 1	\$9237	STEP 1	\$9422	STEP 1	\$9610	STEP 1	\$9802
2	\$9327	2	\$9514	2	\$9704	2	\$9898	2	\$10096
3	\$9607	3	\$9799	3	\$9995	3	\$10195	3	\$10399
4	\$9895	4	\$10093	4	\$10295	4	\$10501	4	\$10711
5	\$10192	5	\$10396	5	\$10604	5	\$10816	5	\$11032
6	\$10498	6	\$10708	6	\$10922	6	\$11140	6	\$11363
7	\$10813	7	\$11029	7	\$11250	7	\$11475	7	\$11705
8	\$11137	8	\$11360	8	\$11587	8	\$11819	8	\$12055
9	\$11472	9	\$11701	9	\$11935	9	\$12174	9	\$12417
10	\$11816	10	\$12052	10	\$12293	10	\$12539	10	\$12790
11	\$12170	11	\$12413	11	\$12661	11	\$12914	11	\$13172
12	\$12535	12	\$12786	12	\$13042	12	\$13303	12	\$13569
13	\$12911	13	\$13169	13	\$13432	13	\$13701	13	\$13975
14	\$13299	14	\$13565	14	\$13836	14	\$14113	14	\$14395
15	\$13698	15	\$13972	15	\$14251	15	\$14536	15	\$14827

**Steps 16 and beyond** adjusted by 3% in 2007/2008, 2008/2009, 2009/2010, 2010/2011, and 2011/2012.

## ARTICLE VI LONGEVITY

1. All employees shall receive longevity increments upon the completion of ten (10) years, fifteen (15) years, twenty (20) years, and twenty five (25) years of continuous service in the Schoharie Central School District as follows:
  - 1.1 Longevity increments will be based upon the employee's top salary step. Any previously earned longevity increments will be included in the calculation of the employee's salary step for 10, 15, 20, and 25 years of service.

<u>Years of Service</u>	<u>Longevity Increment</u>
10	5%
15	5%
20	5%
25	10%

- 1.2 Employees working less than six (6) hours daily are to receive longevity payments on a pro-rata basis..

## ARTICLE VII UNIFORMS

1. Each school year the District will provide uniforms for each custodian, groundsman, and maintenance mechanic. These uniforms will consist of five shirts, three pants, and a \$75 reimbursement for boots.

In addition, the District will provide a reimbursement in an amount up to \$125 for steel-toed boots where required by OSHA regulations.

The District will also provide a jacket and/or coveralls to employees who are required to work outdoors.

The District will continue to use a uniform service for bus mechanics.

2. The District will provide a reimbursement amount up to \$75 yearly for uniforms and a reimbursement amount of up to \$60.00 for shoes for all regular cafeteria employees.
  3. The above allowances do not apply to substitutes.

## **ARTICLE VIII WORK DAY/WEEK/YEAR**

### **SECRETARY/CLERICAL**

<b>Workday</b>	The workday shall be eight (8) hours per day.
<b>Workweek</b>	The regularly scheduled workweek shall be five (5) days consecutively, Monday through Friday.
<b>Work Year</b>	<p>The work year for a twelve (12) month employee shall consist of two hundred sixty (260) days inclusive of the dates July 1 through June 30.</p> <p>The work year for an eleven (11) month employee shall consist of two hundred forty (240) days inclusive of the dates July 1 through June 30.</p> <p>The work year for a ten (10) month employee shall consist of two hundred (200) days inclusive of the dates September 1 through June 30.</p> <p>A clerical employee shall work all days district schools are in session; all week days beginning September 1 to the opening day of school in September and between the last day of school in June through June 30, including school conference days, workshop days and snow days.</p>

### **CUSTODIAN/GROUNDSMAN/MAINTENANCE MECHANIC/CLEANER/AUTOMOTIVE MECHANIC**

<b>Workday</b>	The workday for all custodial, groundsman, cleaner, and/or maintenance/automotive mechanic personnel shall be eight (8) hours per day.
<b>Workweek</b>	The regularly scheduled workweek shall be five (5) consecutive days within any week.
<b>Work Year</b>	The work year for a twelve (12) month employee shall consist of two hundred sixty (260) days, inclusive of the dates July 1 through June 30

### **CAFETERIA/COOK/FOOD SERVICE HELPER Full-Time**

<b>Workday</b>	The respective workday for a salaried cook and a salaried food service helper shall be six (6) hours per day. Anytime a decision is made to delay school, the cook and the food service employee will follow a one-half-hour delayed schedule.
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<b>Workweek</b>	The regularly scheduled workweek shall be five (5) days consecutively, Monday through Friday.
<b>Work Year</b>	<p>The work year for food service personnel shall consist of two hundred (200) days, inclusive of the dates September 1 through June 30.</p> <p>Excluded from the above shall be food service helpers (part-time) who shall work all days district schools are in session and cafeterias are in operation</p>

## **CAFETERIA/COOK/FOOD SERVICE HELPER Part-Time**

<b>Workday</b>	A part-time employee shall be an individual who is assigned a workday of less than six (6) hours per day on a regular daily basis for the school year.
<b>Workweek</b>	The regularly scheduled workweek shall be five (5) days consecutively, Monday through Friday.
<b>Work Year</b>	The work year for part-time food service personnel shall consist of one hundred eighty five (185) work days as prescribed by the respective school year calendar.

## **BUS DRIVER**

<b>Workday</b>	A bus driver shall be paid on the basis of hours worked.
<b>Workweek</b>	The regularly scheduled workweek for a bus driver shall be based upon worked assigned.
<b>Work Year</b>	The work year for a school bus driver shall consist of all days district schools are in session, inclusive of the dates September 1 through June 30. Since the school district also transports children to other public and non-public schools, the driver who is assigned to routes servicing these other schools shall be expected to work on those days that the public or non-public schools remain open even though the district's schools are closed.

## **TEACHER AIDE Part-Time**

<b>Workday</b>	A Part-Time employee shall be an individual who is assigned a workday of less than six (6) hours per day on a regular daily basis for the school year.
<b>Workweek</b>	The regularly scheduled workweek shall be five (5) days consecutively, Monday through Friday.
<b>Work Year</b>	The work year for a Teacher Aide, shall consist of one hundred eighty five (185) work days as prescribed by the respective school year calendar.

## **TEACHER AIDE Full-Time**

### **Workday**

A Teacher Aide shall be considered a salaried employee if they are assigned a workday of six (6) hours or more per day on a regular daily basis for the school year. A salaried Teacher Aide shall be guaranteed a thirty (30) minute duty free lunch period and one fifteen (15) minute break, at such time that mutually meets the needs of the particular Teacher, Teaching Assistant and/or Teacher Aide.

### **Workweek**

The regularly scheduled workweek shall be five (5) days consecutively, Monday through Friday.

### **Work Year**

The work year for a full-time Teacher Aide shall consist of one hundred eighty five (185) workdays as prescribed by the respective school calendar. A salaried Teacher Aide will continue to be paid for all school holidays

New Year's Day  
Martin Luther King Jr. Day  
Presidents' Day  
Memorial Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

in addition to snow days and other emergency closing days.

### **Bus Loading Supervision**

Morning and afternoon bus loading supervisory duties will be compensated for fifteen (15) minutes of service if in excess of the regular workday.

## **ARTICLE IX OVERTIME/OUT-OF-GRADE WORK**

1. All employees, except bus drivers, shall receive overtime compensation at the rate of time and one-half their regular hourly rate for all hours worked in excess of forty (40) hours per week. Any employee whose regular workweek is less than forty (40) hours per week shall receive overtime compensation at straight time rates for hours worked in excess of their regular workweek but less than forty (40) hours in that week. An employee required to work on a Sunday and/or a school holiday, as stated in Article XI, will receive double time pay.



2. The District reserves the right to give compensatory time off in lieu of cash payment for overtime when applicable and feasible at the rate of one and one-half (1 ½) times the regular rate of pay if over forty (40) hours and no substitute is required.
3. All things being equal, unless there is an extenuating circumstance or an emergency situation which requires a specific job skill (i.e., equipment maintenance, work unique to a particular office, like special education or guidance) additional district work, which may become necessary during school recesses, will be offered to a unit employee based upon right of first refusal and seniority within their classification.
4. An employee who is temporarily assigned to perform duties of a higher grade or rank shall be paid at the wage scale of the higher rank for every day so employed, commencing with the first full day of such employment.

### **Association Release Time**

5. The District will provide eight (8) days per year for association officers or designated representatives for association business use without loss of time or benefits.
6. Summer job posting(s) will be mailed to the SCEA President AND placed in his/her school mailbox.
7. A leave of absence without pay not to exceed one (1) year may, at the discretion of The Superintendent of Schools, be granted to a salaried employee who has completed five (5) years of employment with the District. An application for unpaid leave must be made in writing:
  - 7.1 Not later than May 1 for absence during the first semester beginning on September 1 or for the entire next academic year.
  - 7.2 Not later than November 1 for absence during the school semester beginning on or about February 1 of a given academic year.
  - 7.3 Upon return, all benefits to which the employee was entitled at the time the unpaid leave began, will be restored to the employee upon written request. The employee shall be assigned to as comparable a position as possible as he/she held when application for leave was made.

## **ARTICLE X**

### **TRANSPORTATION COMPENSATION**

1. The District reserves the right to replace salaried bus driver positions, as they become vacant, with hourly wage employees. No presently employed regular driver shall be removed from his position as a result of the District's exercise of this right, unless such removal is for disciplinary reasons and is accomplished in accordance with applicable provisions of the New York State Civil Service Law; or unless such removal is necessitated by reduced staffing requirements such as enrollment decreases in the number of bus routes.
2. Bus driver(s) shall be paid for extra driving as follows:
  - 2.1 Driver(s) shall be paid at the hourly bus driver's rate. The minimum trip shall consist of three (3) hours, washing of the bus and other preparations shall be included in this three (3) hour period of time actually worked. Whenever an extra trip exceeds three (3) hours in length, a driver will be paid for one-half (1/2) hour preparation time, which includes washing.
  - 2.2 Extra trip driving shall be coordinated by a rotating list of Transportation Department personnel and posted to offer an equal opportunity to all. This list shall be arranged by seniority of those who indicate in writing that they are interested in extra trip driving. The District shall provide trip sheets twenty four (24) hours in advance when possible. In the event that a driver refuses an extra trip with less than twenty four (24) hours notice, from the District, that driver shall not lose that turn in the rotation. Under an emergency condition, however, any qualified school bus driver may be used for an extra driving trip.
  - 2.3 The driver shall have a reasonable period of time to accept or decline the assignment.
  - 2.4 The District will have the right to select the driver(s) for field trips to the cities of New York, Boston, Syracuse, Rochester, and Buffalo, and any trip outside of New York State. Said driver(s) shall be selected in rotation from a list posted by the District.
  - 2.5 Unless an emergency exists, drivers shall become eligible for trips (i.e., sports trips, field trips), only after one year of employment in a regular run. In an emergency situation only, substitute driver(s) may drive regular extra runs, (BOCES run, 3:30 p.m. run, 5:30 p.m. run), for which regular driver(s) is not available.
3. A substitute driver shall be given one year of service credit for each three hundred seventy (370) trips driven. Service credit shall mean salary adjustment and not seniority credit.
4. All bus drivers shall attend mandatory instruction sessions each school year, and shall be paid at their hourly rate provided they remain in attendance during the entire instruction session(s).

5. The District will abide by the certification requirements for all drivers for the transportation of school children. When a driver is requested during school hours, a regular driver will be assigned if available.
6. A driver may be required by an administrator to attend a meeting or conference, and shall be paid at the driver's hourly rate for the time required to attend.

## **ARTICLE XI HOLIDAYS**

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1. All 11 and 12 month employees regularly scheduled to work on the following days shall receive those days as paid holidays.

Day BEFORE New Year's Day  
New Year's Day  
Martin Luther King Jr. Day  
Presidents' Day  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day AFTER Thanksgiving Day  
Day BEFORE Christmas Day  
Christmas Day

2. One day on Good Friday shall be granted as paid holiday time for all employees regularly scheduled to work on that day if school is not in session. If school is in session due to snow days or emergency day makeup, there shall be no holiday.
3. An hourly employee will be paid for Memorial Day, Thanksgiving Day, Christmas Day and New Year Day.
4. All ten month, salaried employees, will have the following paid holidays:

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Labor Day  
Columbus Day  
Veteran's day  
Thanksgiving Day  
Christmas Day

## **ARTICLE XII**

### **VACATION**

1. A twelve (12) month salaried employee shall receive paid vacation in accordance with the following schedule:

0-5 Years	10 Days
6 Years	11 Days
7 Years	12 Days
8 Years	13 Days
9 Years	14 Days
10 Years	15 Days
11-14 Years	17 Days
15 Years and Beyond	20 Days

2. An eleven (11) month clerical worker who is eligible for vacation shall receive vacation in accordance with the following schedule:

1-3 Years	5 Days
4-7 Years	6 Days
8 Years	8 Days
9 Years	9 Days
10 Years	10 Days
11 Years	11 Days
12 Years	12 Days
13 Years	13 Days
14 Years	14 Days
15 Years and Beyond	15 Days

3. A vacation schedule must be approved by the administration and every attempt will be made to schedule ten (10) working days during the summer recess.
4. Vacation earned by July 1 shall be taken within the current school year (between July 1 and June 30).
5. Vacation will be credited at the beginning of each fiscal school year, starting July 1. In the first year of employment, vacation will be pro-rated for those employees working less than a full year.

## **ARTICLE XIII LEAVES**

1. **Sick Leave** shall be used for absence necessitated by any physical or mental incapacity due to sickness or accident, and shall be used for such purpose only.
2. **Family Leave** shall be used only in the event of a death or serious illness which requires bedside or household attention by the employee for employee's spouse, son, daughter, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandfather or grandmother. In the event more than one family member dies in any given twelve (12) month period, an employee may request three (3) additional family leave days per incident, to be deducted from sick leave with the approval of the Superintendent.
3. **Personal Leave** includes important affairs requiring the presence of the employee, and which cannot be conducted outside of school hours. The employee shall make application for such leave at least forty eight (48) hours before taking such leave. Personal leave and sick leave days cannot be used for purposes of vacation or other employment.
4. Leaves will be as follows:

### **BENEFITS I - Employees working six (6) hours or more per day.**

#### **Sick Leave**

An employee receiving Benefits I shall be granted sick leave at one and one-half (1 ½) days per month employed, and unused sick leave may accumulate to two hundred eighty (280) days in 2003/2004, two hundred ninety (290) days in 2004/2005, three hundred (300) days in 2005/2006, and three hundred ten (310) days in 2006/2007.

#### **Family/Personal Leave**

An employee receiving Benefits I shall be granted five (5) days for family/personal leave of which two (2) days may be used for personal reasons. An employee who does not use a total of five (5) days family/personal leave days will have up to three (3) days added to their unused sick leave accumulation subject to stated maximums.

### **BENEFITS II - Employees working less than six (6) hours per day.**

#### **Sick Leave**

An employee receiving Benefits II shall be granted sick leave at one and one-half (1 ½) days per month employed, and unused sick leave may accumulate to two hundred eighty (280) days in 2003/2004, two hundred ninety (290) days in 2004/2005, three hundred (300) days in 2005/2006, and three hundred ten (310) days in 2006/2007.

### **Family/Personal Leave**

An employee receiving Benefits II shall be granted three (3) days for family/personal leave of which all three (3) may be used for personal reasons. An employee who does not use a total of three (3) family/personal leave days will have one (1) of these days added to their unused sick leave accumulation subject to stated maximums.

### **Family Medical Leave**

In accordance with the Family and Medical Leave Act of 1993, the District will grant family and medical leave for a total of twelve (12) weeks per twelve (12) month period to eligible employees. Any amendments to the Family Medical Leave Act of 1993 will be provided to unit members. Leave time beyond the twelve (12) weeks provided for herein shall only be limited by the provisions of Article XIII.

5. An employee shall be granted time necessary for appearance in any legal proceeding connected with the employee's employment, the school system, the performance of jury duty, or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved. An employee taking such leave shall have deducted from his/her pay any fees he/she receives as a juror or witness not to exceed his/her daily pay.
6. Whenever an employee uses one or more days of sick leave, it shall be deducted from his/her accumulation, whether or not it is necessary to hire a substitute.
7. A doctor's certificate may be required at any time at the discretion of the Superintendent except that such certificate shall not ordinarily be required for absences of less than three (3) days unless there is reason to believe that the absence may not be appropriately charged to sick leave.
8. Upon returning to work from an absence in which sick leave, family, or personal leave benefits are claimed, each employee will immediately file with his/her immediate supervisor an "Employee Absentee Report".
9. The Superintendent shall, at the end of each school year, file with the Clerk of the Board of Education, and deliver to each employee a statement of the sick leave used during the year and also the unused accumulated sick leave at the expiration of the school year.
10. A regular bus driver, nurse, teaching assistant, teacher aide and cafeteria employee shall not be required to work on excused snow days when school is closed due to weather emergency. On such days, a reasonable amount of tardiness shall be excused for clerical employees at the discretion of the Superintendent.
11. The District will maintain, without expense to individual employees, disability benefits which provides benefits for up to twenty six (26) weeks of absence due to illness or injury. The benefit will be provided as follows:
  - 11.1 To qualify for benefits you must be under the care of a medical doctor who completes and signs a doctor's statement as proof of your disability.
  - 11.2 Disability benefits are 50% of average weekly wages (based on your last eight (8) weeks of paid employment) with a maximum benefit of \$150 per week.

- 11.3 Disability benefits will begin on the eighth (8<sup>th</sup>) consecutive day after an employee's sick leave has been exhausted and are payable for a maximum of twenty six (26) weeks of time the employee was regularly scheduled to work (10 months, 11 months, 12 months). However, no disability benefits will be provided for the first thirty one (31) calendar days of the disability.  
(In no event shall the waiting period exceed thirty one (31) calendar days of the disability.) (In no event shall the waiting period exceed thirty one (31) calendar days.)
- 11.4 You must file your claim using the form provided by the District within twenty (20) days after you become disabled.
- NOTE: Benefits are payable only for non-occupational disabilities.
- 11.5 Disability benefits are not provided if the disability is caused by the result of pregnancy.
- 11.6 A description of these benefits and the form for filing may be obtained from the Business Office.
12. Any employee whose employment terminates during the year and who has used all of his/her family/personal leave credit for that year shall have deducted from his/her last salary payment the value of any family/personal leave used but not earned.
13. Any employee who terminates his/her employment is expected to give the District two weeks notice in writing.

## **ARTICLE XIV**

### **CHILD REARING LEAVE**

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The District shall make available to all eligible employees in this negotiating unit, child rearing leaves, in accordance with all relevant provisions of State and Federal Law, and in accordance with all applicable requirements of the Federal Equal Opportunity Commission. An employee returning from a leave of absence for child rearing leave, having worked a minimum of five (5) months of the school year at the time of departure, shall return to the same or similar job at the next higher step.

## **ARTICLE XV RETIREMENT**

1. All employees who qualify shall be entitled to enroll in the New York State Retirement Plan known as 75-I.
2. The District shall make available to all eligible employees enrolled in the Retirement Plan death benefit coverage under Section 60(b) of the New York State Retirement Law.
3. The District shall provide the benefits of Section 41, subdivision-J of the Retirement and Social Security Law as presently or hereafter amended, granting allowance for unused sick leave for eligible employees to be applied as additional service credit upon retirement. This benefit is based upon the legal maximum amount of days.
4. For employees who are **not** members of the New York State Employees Retirement System, the District will pay for a maximum of two hundred fifty (250) unused sick days at the employee's then current rate of pay not to exceed a daily pay rate of \$50 per day, for those who retired on or before July 1, 2010, and then \$52 per day for those who retire after July 1, 2010. The employee must be at age 55 with at least fifteen (15) years of service in the District.
5. For employees who **are** members of the New York State Retirement System, the District will pay for unused sick days up to two hundred (200) days at retirement at the rate of \$25 per day for those who retired on or before July 1, 2010, and \$27 per day for those who retire after July 1, 2010. The employee must be at age fifty five (55) with at least fifteen (15) years of District service.
6. At least thirty (30) days prior to retirement, an employee shall notify the District, in writing, as to the distribution of unused sick days per Article XV, Section 3 and Section 5.



## **ARTICLE XVI HEALTH INSURANCE**

February 1, 2010

### **MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**THE SCHOHARIE CENTRAL SCHOOL DISTRICT AND  
THE SCHOHARIE CENTRAL EMPLOYEES' ASSOCIATION**

The Schoharie Central School District ("District") and the Schoharie Central Employees' Association ("Association") hereby enter into this Memorandum of Agreement in regard to Article XVI of the collective bargaining agreement in effect for the period July 2, 2003 to June 30, 2007. The terms of this Memorandum of Agreement shall not become effective unless and until ratification by the members of the Schoharie Teachers Association (STA) and the subsequent approval and ratification by the Board of Education of the District of a successor agreement to the 2003-2007 agreement between the STA and the District. All other provisions of the July 1, 2003 – June 30, 2007 collective agreement between the parties shall be continued until and unless modified through negotiations between the parties.

1. The District shall provide to members of the bargaining unit a choice of the Blue Shield Par Plus Health Insurance Plan or, effective July 1, 2010, Blue Shield Preferred Provider Option Option (PPO 813).

(a) Prescription coverage will be provided through Express Scripts National Preferred Formulary plan, at the following costs:

2007-08, 2008-09 and 2009-2010	- \$5 Co-pay Generic \$8 Co-pay Non-Generic and \$10 Co-pay Mail Order – 90 days
2010-11 and thereafter	- \$5 Co-pay Generic \$15 Co-pay Non-Generic and \$20 Co-pay Non-Formulary Drugs Mail Order – 90 days supply, for two (2) co-pay

Also beginning July 1, 2010, all newly prescribed medications will be subject to the Step Therapy Program as provided under the Express Scripts National preferred Formulary.

(b) The rate of contribution toward the health insurance and prescription drug premiums shall be as follows:

2007-08, 2008-09 and 2009-10	- 100% of the premium paid by the District for individual coverage 75% of the premium paid by the District and 25% paid by the Employee, for family coverage, under the current formula.
2010-2011	- 96% by the District and 4% of entire premium by Employee, for individual coverage 85% by the District and 15% of entire premium by Employee, for family coverage

2011-2012

- 95% by District and 5% of entire premium by Employee, for individual coverage  
85% by District and 15% of entire premium by Employee, for family coverage

Effective June 30, 2012

- 91.5% by District and 8.5% by Employee, for individual coverage  
85% by District and 15% by Employee of entire premium, for family coverage

(c) Deductibles/Co-Pays:

Indemnity Plan:	Deductibles for individuals will be \$100 and for family will be \$200.
PPO:	\$15 co-pay

In the event any of the above named plans cease to be available, the Parties agree to form a joint health insurance committee consisting of the Superintendent of Schools and two other District designees and the President of the Schoharie Central Employees Association and two Association designees. The committee shall be responsible for reviewing and recommending a replacement plan, subject to Board and Association approval.

- 1.1 For the duration of this Agreement, in the event that any additions or modifications are made in the coverage provided to teachers, said changes shall apply to employees of this unit. Representatives appointed by the President of this unit shall be involved in any District-wide committee discussions that may occur in the future regarding insurance coverage.
2. Except for the bus drivers, employees hired after July 1, 1989 shall be eligible for health insurance only if employed for six hours per day or more. All currently employed employees as of July 1, 1989, whether participating in the plan or not, shall be subject to this restriction. In the event that a currently employed employee as of July 1, 1989, leaves employment as a result of approved leave or lay off and returns subsequent to July 1, 1989, that employee shall not be subject to this restriction.
3. Full coverage is based on a six (6) hour day. Part-Time employees who work between five (5) and six (6) hours will be provided health insurance. The employer and employee will equally share (50/50) the cost of the individual or family premium. After six (6) years of uninterrupted employment in a five (5) hour position, the employee will then be provided health insurance at the Benefit I category level. All other benefits for employees working less than six (6) hours will not increase.
4. **Retiree Coverage** Health Insurance coverage for employees hired prior to July 1, 1999 and who retire from full-time service with the Schoharie Central School District, and who have completed five (5) years of full-time equivalent service, (as defined in 2 above) shall have individual health insurance paid by the District in the amount of 100 percent, with family health insurance coverage paid in the amount of 50 percent. Upon the death of the covered retiree, spouses may continue coverage by paying the District for all premium costs.

4.1 All post 1997 employees must complete ten (10) years of full-time equivalent service to receive retiree health insurance coverage at the above rate.

5. The District will make available to members of the bargaining unit a Flexible Benefits Plan under Section IRC 125, (effective September 1, 1996).
6. Effective as soon as possible after ratification by the STA of an agreement with the District which provides a vision plan, the District shall provide a vision plan to all active and retired bargaining unit members and their dependents. The District's obligations under the SIEBA arbitration shall be eliminated and deleted from the contract at that time. Upon death of the covered retiree, spouses may continue coverage by paying the District for all premium costs. Administration of the plan will be the District's responsibility. The plan will comply with the HIPAA Law.
- In addition, effective as soon as possible, the District will create a Health Reimbursement Account ("HRA") for each active bargaining unit member, and will fund said account in the amount of \$500 per year, up to a maximum available amount of \$1,500, to be used for dental and hearing aid expenses. This account may be used for a member's spouse or dependent children. At no time will more than \$1,500 be available for use by any member. Administration of the HRA will be the District's responsibility. Reimbursements to unit members shall be within a reasonable time frame.
7. **Health Insurance Buyout** – Each employee who waives health insurance coverage for any school year shall receive one-half of the following payment on the first payroll in January and the first payroll in June for that year.

Individual \$1000

Family \$1300

- 7.1 Employees who wish to waive health insurance coverage must provide written notice to the District's Business Office each year, before June 1 (for 2004/2005, it will be September 1) of his/her desire to waive coverage, effective July 1 (for 2004/2005, it will be September 1). New hires should submit their insurance waiver upon being hired. Such written notice must be accompanied by proof that the employee has alternate health insurance coverage.
- 7.2 An employee who has waived coverage may, during any given school year, opt back into one of the District's Health Plan due to a change of circumstances resulting in a loss of alternate coverage. The times and procedures for opting back in shall be governed by the rules and regulations of the District's insurance provider.
- 7.3 If an employee is married to another District employee and the couple receives a family plan through the District, the employee who is not the named policy holder will be entitled to receive the full individual buyout amount.
- 7.4 Employees who retire from District service and have elected the buyout option in their last year of employment shall have the opportunity to be reinstated to one of the District sponsored health insurance plans effective on the date of retirement.

## **ARTICLE XVII**

### **PLACEMENT POSTINGS (Seniority)**

1. When new openings or vacancies occur, an announcement of the position will be posted outside the business office for at least five (5) days before the position is filled. The District retains the authority to make a temporary appointment to the position during the five day period when it is essential to have the position filled immediately.
2. Qualifications, ability, experience and seniority shall be factors that are considered in filling vacant positions.
3. The District will provide a Seniority List of all employees each year to the SCEA President. The President will maintain the document. The Union will provide a verified seniority list to the District.
4. When an employee is promoted from one grade to another the employee shall be paid no less than that which was paid under the previous grade.

## **ARTICLE XVIII**

### **REDUCTION IN WORK FORCE**

#### **1. Civil Service Employee**

When a reduction in staff is necessary, the District will use the Civil Service lay off procedure where it applies to personnel.

- 1.1 When a reduction in the work force takes place, a non-competitive employee will be laid off by inverse order of seniority within job title.
- 1.2 A preferred eligibility list will be maintained by the District for a full-time employee either laid off or involuntarily reduced. For the purpose of notice, personal contact or contact by certified mail to the employee's last known address shall suffice.
- 1.3 All ties will be broken by length of service in the District.

#### **2. Non-Civil Service Employee**

A reduction in service for a Non-Civil Service Employee shall be covered by Education Law §2510 and §3013.

## **ARTICLE XIX**

### **HEALTH AND SAFETY**

The District and/or its agents shall not require an employee to use equipment or materials or to work in physical facilities when they do not meet the existing health and safety standards established by State, County or the School District's law, rules, procedures and/or regulations

## **ARTICLE XX**

### **GRIEVANCE PROCEDURE**

#### **1. DEFINITIONS**

- 1.1 "Employee" shall mean employee, group of employees or the Union representing such employees in the bargaining unit covered under this agreement.
- 1.2 "Representative(s)" shall mean the person(s) designated by the aggrieved employee(s) as his/her or their counsel or to act in his/her or their name and behalf in filing and processing the grievance.
- 1.3 "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing agreement between the Schoharie Central School District and the Schoharie Central Employees Association.
- 1.4 "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his/her time record, etc..
- 1.5 "Superintendent" shall mean that person so designated pursuant to resolution of the Board of Education as the Chief School Officer.
- 1.6 "Decision" shall mean the ruling, determination or report of disposition made by an immediate supervisor, Superintendent, Business Administrator, Board of Education or arbitrator after a grievance is heard or submitted as in this act or procedure.
- 1.7 "Days" shall mean all days other than Saturdays, Sundays, and holidays as listed in this agreement, which shall be excluded in computing the number of days within which action must be taken.
- 1.8 "Business Administrator" shall mean the Business Administrator of the Schoharie Central School District.
- 1.9 "Board of Education" shall mean the Board of Education of the Schoharie Central School District.

#### **2. PROCEDURE**

- 2.1 The aggrieved employee and his/her representative(s) or a representative(s) in the name and on behalf of the aggrieved employee shall present the grievance in written form to his/her or the aggrieved employee's immediate supervisor within twenty five (25) days of the alleged violation. The written statement of the grievance shall describe the action or omission giving rise to the grievance (the date, place, and time when such action or omission occurred; and the article of this agreement which the action or omission is alleged to have violated).

- 2.2 The immediate supervisor will endeavor to settle the grievance within six (6) days of its submission. In attempting to resolve the grievance, the immediate supervisor shall discuss the grievance with the employee and his/her representative(s) or if filed by a representative(s) of aggrieved employee, with such representative(s). The supervisor shall make such other investigation as he/she deems appropriate and shall consult with his/her superiors to the extent that he/she deems necessary. He/she shall file the determination in writing with the employee and his/her representative(s) within six (6) days of such submission to him/her as stated above in 2.1
- 2.3 If the grievance is not resolved to the satisfaction of the employee and his/her representative, such representative and/or the employee shall submit the grievance to the Business Administrator within six (6) days after the decision of the immediate supervisor. The appeal to this stage shall include a statement of how the previous decision was incorrect or improper. The Business Administrator, within six (6) days of submission, shall hold a conference with the employee and his/her representative(s) and shall render his/her decision in writing within six (6) days of such conference.
- 2.3 If the grievance is not resolved to the satisfaction of the employee and his/her representative(s), such representative(s) and/or the employee shall submit the grievance in written form to the Superintendent within five (5) days after the Business Administrator's decision. The appeal to this stage shall include a statement of how the previous decision was incorrect or improper. The Superintendent shall hold a hearing within five (5) days after receiving the grievance in written form. The employee and/or his or her representative(s) shall appear at the hearing and present oral or written statements or arguments, and within five (5) days of such hearing, the Superintendent shall render a decision in writing.
- 2.4 If the employee and his/her representative(s) is not satisfied with the decision of the Superintendent, the grievance shall be submitted by such employee and/or his or her representative(s) to the Board of Education via the Clerk of the Board of Education. The appeal to this stage shall include a statement of how the previous decision was incorrect or improper. The Board shall within twenty (20) days hold a hearing on such matter and render their decision in writing within ten (10) days of such hearing. At the hearing, the employee and/or his or her representative(s) shall be allowed to present oral and/or written arguments.
- 2.6 **Arbitration** – If the grievance is not resolved to the satisfaction of the employee and his/her representative(s), the grievance shall be submitted to binding arbitration by the aforementioned person(s) within ten (10) days of the decision at step 2.4 by written notice to the employer. Within ten (10) working days after such written notice of submission to arbitration, the employer and the Union shall agree upon a mutually acceptable arbitrator, competent in the area(s) of the grievance, and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the Public Employment Relations Board by either party. The parties will then be bound by the rules and procedures of the Public Employment Relations Board in the selection of an arbitrator.

- 2.7 The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue(s). The cost of the arbitrator shall be borne equally by both parties.
- 2.8 The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of the agreement.
- 2.9 The arbitrator's award will be final and binding on the employer and the Union.

### **3. BASIC PRINCIPLES**

- 3.1 It is the intent of these procedures to provide for the orderly settlement of difference in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- 3.2 An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- 3.3 An employee shall have the right to be represented at any step of the procedure by SCEA or by a representative(s) of his/her own choosing, but no other employee organization may institute a grievance or represent an employee in the processing of a grievance.
- 3.4 The supervisor shall grant reasonable time off without loss of pay to the employee and/or his or her representative(s) for the processing of a grievance.
- 3.5 Each party to a grievance shall have access at reasonable time to all written statements and records pertaining to such case.
- 3.6 All hearings shall be confidential.
- 3.7 If the employer does not answer within the prescribed time limits the employee or group of employees or the SCEA and/or its agent(s) shall be allowed to proceed to the next stage.

## **ARTICLE XXI MAINTENANCE OF STANDARDS**

All terms and conditions of employment in effect in the school system at the time of this agreement signing shall be maintained unless specifically altered or changed by this agreement.

## **ARTICLE XXII SAVING CLAUSE**

1. If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any Federal, State, or Local Law; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this agreement or any addition thereto shall not be affected.
2. If a determination of decision is made per paragraph 1 of this Article, the original parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

## **ARTICLE XXIII LEGISLATIVE ACTION**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE XXIV PERSONNEL FILE**

1. Each employee shall have the right to examine his/her personnel file, and to make copies of items contained therein upon giving reasonable notice.
  - 1.1 No material of a derogatory nature may be included in the personnel file unless the employee has been provided a copy.
  - 1.2 The employee shall have the right to submit a written response and have it attached to any material under section 1.1 above.
  - 1.3 A signature to such material under section 1.1 above shall merely indicate receivership of such material but may not indicate agreement with the contents thereof.
  - 1.4 An employee may be accompanied by a witness or may designate a Representative(s) of the Association to make the file inspection.



## ARTICLE XXV

### PROFESSIONAL DEVELOPMENT

1. An employee may be given time to attend conferences, workshops, in-services, District-wide committee work, facilitating, interviewing candidates for the District, courses, college course(s), and all other applicable training, provided such attendance is approved by the Superintendent of Schools. Approved meetings, registration and other conference fees will be paid for by the District.

- 1.1 For every fifteen (15) accumulated class hours of attendance at conferences, workshops, in-services and courses the District shall pay the employee an additional \$50 per unit on the employee's base salary. Notification must be submitted to the Superintendent's office not later than October 15 to receive a full year credit; notification made after October 15 or before February 1 will receive one-half year of credit. Notification made after February 1 will be paid during September of the subsequent school year.

- 1.2 An hourly employee's rate of professional development pay will be determined by the number of hours the employee works in a day. Such as:

Three (3) hour employee - \$ .10 increase per hour  
Four (4) hour employee - \$ .08 increase per hour  
Five (5) hour employee - \$ .06 increase per hour

## ARTICLE XXVI

### DURATION

The term of this agreement shall be from July 1, 2007 through June 30, 2012.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the respective representatives on the 1<sup>st</sup> day of August, 2011.

FOR the SCEA

FOR the DISTRICT

Pamela J. Givens

Brian D. [Signature]

## LETTER OF AGREEMENT

### ARTICLE V COMPENSATION

#### Article V

#### APPENDIX A:

A base for each employee will be established for Fiscal Year End 6/30/99 to include previously earned professional development credit and applicable longevity. Added to this base to establish the new 1999/00 base will be previously negotiated salary increases plus newly earned credit hours and applicable longevity. The negotiated salary increase for July 1, 1999, is 2.2% plus 1.6% (100% C.P.I.) for a total of 3.8%.

This method of establishing a base rate will be followed in subsequent years replacing any previously used salary schedule.

THE ASSOCIATION

Mary Thomas 9/20/99

THE DISTRICT

Cliff D. Moore  
September 20, 1999

Letter of Agreement

ARTICLE VI  
LONGEVITY

**Article VI**  
**Re: 1999 - 2000 Longevity**

Longevity will be calculated as follows:

If completion of appropriate years of service falls prior to December 31, 1999, longevity will be awarded and calculated beginning July 1. If completion of appropriate years of service falls after December 31, 1999, the longevity will be awarded in the subsequent year.

The same procedure will follow in each subsequent year of the contract.

THE ASSOCIATION

Mary Thomas 9/20/99

THE DISTRICT

Cliff D. Moore  
9/20/99

Letter of Agreement

ARTICLE XXV  
PROFESSIONAL DEVELOPMENT

Article xxv  
Re: Inservice Pay

Inservice hours accumulated prior to July 1, 1999 will be paid at the previous contract rate of compensation. Additional hours taken to meet the 15 hour inservice pay requirement will be compensated at the July 1, 1999 - June 30, 2003 contract rate of \$50.00.

THE ASSOCIATION

Mary Thomas 9/20/99

THE DISTRICT

Cliff D. Moore  
9/20/99

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**MEMORANDUM OF AGREEMENT  
SCHOHARIE CENTRAL EMPLOYEES ASSOCIATION  
AND  
SCHOHARIE SCHOOL DISTRICT**

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WHEREAS, the District recognizes, as past practice, that during the Christmas, Winter, Spring, and Summer recess periods, daily hours for the clerical staff have been adjusted to reflect a one hour reduced work day; and

WHEREAS, the Association has agreed in bargaining to remove said agreed upon new language from the final contract agreement;

IT IS HEREBY AGREED:

1. That the clerical staff will work with their immediate supervisor when developing their recess time schedule.

Dated: December 23, 2004

MARY MEMRO  
For the Association

Mary Memro, President  
Association President

Bi-Shan \*  
For the District

Carmel Murphy  
Superintendent of Schools

\*agreed to By BOE 12/15/04